

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aston Holding Corporation		02/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Transworld Systems Inc.		
Street Address:	150 N. Field Drive		
Internal Address:	Suite 200		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5382252		
Registration Number:	4672155	ACCELERATOR	
Registration Number:	4498734	COLLECTION DESK	
Registration Number:	4437674	DENTAL COLLECT	
Registration Number:	5256468	DRSLINK	
Registration Number:	4271679	GREENFLAG	
Registration Number:	2466315	MAKING CASH FLOW	
Registration Number:	1752873	MILLIKEN & MICHAELS	
Registration Number:	2817564	NCO ERECOVEREASE	
Registration Number:	4242405	NCO HEALTHCARE SERVICES	
Registration Number:	2183354	QUALINK	
Registration Number:	4376727	TOTAL DEBT MANAGEMENT	
Registration Number:	2621256	TRANSWORLD SYSTEMS	
Registration Number:	1312616	TRANSWORLD SYSTEMS INC.	
Registration Number:	4214685	TRANSWORLD SYSTEMS UNIVERSITY	
Registration Number:	4218624	TRANSWORLD SYSTEMS UNIVERSITY	
Registration Number:	5171760	TRANSWORLD SYSTEMS VET COLLECT	
Registration Number:	1726248	TSI	

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Property Type	Number	Word Mark
Registration Number:	5048708	TSI
Registration Number:	1612307	UAS
Registration Number:	1621598	UAS
Registration Number:	1621599	UAS EXCELLENCE SINCE 1969
Registration Number:	4135815	UAS UNIVERSITY ACCOUNTING SERVICE, LLC
Serial Number:	87211843	ROCKET RECEIVABLES
Serial Number:	87314860	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLI
Serial Number:	87314849	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLI

CORRESPONDENCE DATA

Fax Number: 2125935955

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1849

NAME OF SUBMITTER: Scott Kareff (014951-1849)

SIGNATURE: /kc for sk/

DATE SIGNED: 02/04/2019

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of February 4, 2019 (“Effective Date”) by and between Aston Holding Corporation (“Grantee”), and Transworld Systems Inc. (“Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Trademark Security Agreement by and between Grantor and Grantee, dated as of May 22, 2018 (the “Trademark Security Agreement”), Grantor granted to Grantee a continuing security interest in and to all of Grantor’s right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the Trademarks of the Grantor listed on Schedule A attached hereto, all Goodwill associated with such Trademarks; and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the “Trademark Collateral”);

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Second Lien Security Agreement, dated as of May 22, 2018, by and between Grantor and Grantee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on May 22, 2018, at **Reel 6381, Frame 0025**; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

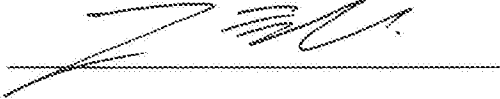
Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those Trademarks set forth on Schedules A (attached hereto), in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ASTON HOLDING CORPORATION

A handwritten signature in black ink, appearing to read 'Fred Ebrahemi', is written over a horizontal line.





Name: Fred Ebrahemi




Title: President and Secretary

[Security Interest Release – Trademarks]


SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Transworld Systems Inc.	5,382,252	
Transworld Systems Inc.	4,672,155	ACCELERATOR
Transworld Systems Inc.	4,498,734	COLLECTION DESK
Transworld Systems Inc.	4,437,674	DENTAL COLLECT
Transworld Systems Inc.	5,256,468	DRSLINK
Transworld Systems Inc.	4,271,679	GREENFLAG
Transworld Systems Inc.	2,466,315	MAKING CASH FLOW
Transworld Systems Inc.	1,752,873	MILLIKEN & MICHAELS
Transworld Systems Inc.	2,817,564	NCO ERECOVEREASE
Transworld Systems Inc.	4,242,405	NCO HEALTHCARE SERVICES & Design 
Transworld Systems Inc.	2,183,354	QUALINK
Transworld Systems Inc.	4,376,727	TOTAL DEBT MANAGEMENT
Transworld Systems Inc.	2,621,256	Transworld Systems TRANSWORLD SYSTEMS & Design
Transworld Systems Inc.	1,312,616	TRANSWORLD SYSTEMS INC.
Transworld Systems Inc.	4,214,685	TRANSWORLD SYSTEMS UNIVERSITY & Design 
Transworld Systems Inc.	4,218,624	TRANSWORLD SYSTEMS UNIVERSITY & Design 
Transworld Systems Inc.	5,171,760	TRANSWORLD SYSTEMS VET COLLECT

Transworld Systems Inc.	1,726,248	TSI
Transworld Systems Inc.	5,048,708	TSI & Design 
Transworld Systems Inc.	1,612,307	UAS
Transworld Systems Inc.	1,621,598	UAS
Transworld Systems Inc.	1,621,599	UAS EXCELLENCE SINCE 1969 & Design 
University Accounting Service, LLC	4,135,815	UAS ACCOUNTING SERVICE, LLC & Design 

U.S. TRADEMARK APPLICATIONS

OWNER	APPLICATION NUMBER	TRADEMARK
Transworld Systems Inc.	87/211,843	ROCKET RECEIVABLES
Transworld Systems Inc.	87/314,860	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLIFIED. & Design 
Transworld Systems Inc.	87/314,849	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLIFIED. & Design 